



IN THE UNITED STATES PATENT AND TRADEMARK OFFICE

In re Application of)
Lee W. Marriott et al.) Group:
Serial No. 10/763,990)
Filed: January 23, 2004) Examiner:
Title: INTEGRATED HVACR CONTROL)
AND PROTECTION SYSTEM)

DECLARATION OF PATRICE M. POTTER
ESTABLISHING INVENTOR'S REFUSAL TO SIGN

Commissioner for Patents
P.O. Box 1450
Alexandria, VA 22313-1450

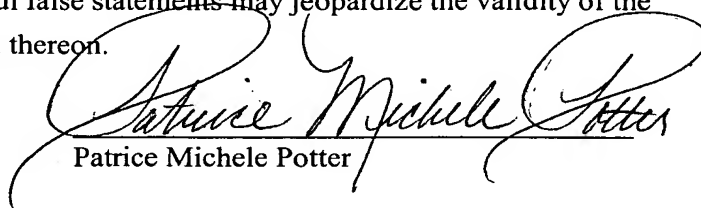
Sir:

1. I am a paralegal with the firm of Baker & Daniels.
2. I make this Declaration in support of the Petition for Filing on Behalf of an Inventor Who Refuses to Sign.
3. The facts supporting the unequivocal refusal of Rachel E. Weingrad to execute the Declaration in the above-referenced application are as follows:
 - a. A Declaration and Assignment relating to the above-referenced application were sent to Rachel E. Weingrad on October 11, 2004. A letter signed by me also dated October 11, 2004 accompanied the application formal papers and requested Ms. Weingrad to execute the Declaration. The October 11, 2004 letter is attached hereto as Exhibit A. Rachel E. Weingrad did not respond to the request to execute the Declaration.
 - b. On October 21, 2004, I spoke with Rachel E. Weingrad by telephone concerning the Declaration and Assignment. At the request of Ms. Weingrad I then emailed a complete copy of the application as well as a copy of Ms. Weingrad's Employment Agreement with Tecumseh Products Company (Exhibit B), again requesting that Ms. Weingrad execute and return the Declaration and other application papers.
 - c. On October 27, 2004 Rachel E. Weingrad replied by email and requested that she be able to waive her rights as an inventor in this application (Exhibit C). I then forwarded Ms. Weingrad's request to attorney John F. Hoffman for his response.

I hereby declare that all statements made herein of my own knowledge are true and that all statements made on information and belief are believed to be true and further that these statements were made with the knowledge that willful false statements and the like so made are punishable by fine or imprisonment, or both, under §1001 of Title 18 of the United States Code and that such willful false statements may jeopardize the validity of the application or any patent issued thereon.

6-28-2005

Date


Patrice Michele Potter

BAKER DANIELS

Est. 1863

111 E. Wayne Street, Suite 800 Fort Wayne, Indiana 46802 260.424.8000 Fax 260.460.1700 www.bakerdaniels.com

P. Michele Potter
Paralegal
Dir: 260.460.1623
michele.potter@bakerd.com
October 11, 2004



Indiana
Washington, D.C.
China

Ms. Rachel Weingrad
2057 Charlton
Ann Arbor, MI 48103

RE: INTEGRATED HVACR CONTROL AND PROTECTION SYSTEM
AE-29 / Tecumseh Products Company
Our Ref.: TEC1290-01

Dear Rachel:

Enclosed please find a Declaration and Assignment for the above-identified patent application.

Please sign and date the formal papers where indicated and return them to me as soon as possible in the envelope I have provided. I must file these documents with the U.S. Patent and Trademark Office before October 29th and I would appreciate your prompt attention to them.

Please advise at once if you have any questions.

Sincerely,

Patrice M. Potter
Paralegal

pmp

Encl.: Declaration and Assignment

Exhibit
A

**AGREEMENT CONCERNING EMPLOYEE
INVENTIONS AND CONFIDENTIAL INFORMATION**

In consideration of my employment or the continuation of my employment by Tecumseh Products Company (hereinafter "Company"), its subsidiaries or affiliates, and the compensation paid me in connection with such employment,

I Rachel Weingrad agree that:
(Employee's name (typed or printed))

1. All trade secrets, inventions, works of authorship (including illustrations, writings, trademarks, mask works and software), developments, innovations and technology made or conceived by me, either solely or jointly with others, during the term of my employment that relates to, or arises out of, any developments, services or products of, or pertain to the business of Company or any of its subsidiaries, divisions or affiliates, shall be the absolute property of Company, and I hereby assign and agree to assign to Company, its successors and assigns, my entire right, title and interest therein.
2. Until proven otherwise, any invention or innovation shall be presumed to be conceived during my employment with Company if within one year after termination of such employment it is disclosed to others, or it is completed, or it has a patent application filed thereon.
3. I shall promptly disclose to Company all trade secrets, inventions, works of authorship, developments, innovations and technology which belong to Company under paragraphs 1 and 2 above, and shall, without further compensation, do all lawful things, including: maintaining invention records which shall be the property of Company, rendering assistance and executing necessary documents, as requested to enable Company to file and obtain patents and copyright registrations in the United States and foreign countries on any of said inventions and works of authorship, to enforce such patents and copyrights, as well as to protect Company's interest in any of said inventions and works of authorship.
4. I am listing on the back of this agreement all inventions, works of authorship, innovations, developments and technology relating to any development, service or product of or pertaining to the business of Company and any subsidiaries or divisions thereof that were owned or controlled by me at the time of entering its employment and which shall be excluded from this agreement.
5. I shall not, during the term of my employment or thereafter, disclose to others or use, except for Company's benefit in the course of such employment, any confidential technical or business information belonging to either Company or a customer or client of Company except as authorized in writing, respectively, by Company or such customer or client.
6. Upon termination of my employment, I shall surrender to Company any and all things such as drawings, manuals, documents, photographs and the like (including all copies thereof) that I have in my possession containing the confidential information of Company or a division or subsidiary thereof, and I shall surrender to Company all materials, documents and other things that are the property of Company or any division or subsidiary thereof.
7. I understand that the prohibition against disclosure and use of confidential information of Company and its customers and clients continues after I leave the employ of Company and take other employment.
8. During the course of my employment with the Company, I will not accept information from sources outside of the Company which is designated as "Confidential", "Proprietary", or "Trade Secret" without prior authorization from the Company or its attorneys. I also understand that I am not expected to and am expressly forbidden by Company policy from disclosing to the Company confidential, proprietary or trade secret information from a former employer.
9. This Agreement does not alter nor shall it be deemed to alter the employment relationship, whether at will or contractual, between Company and me.
10. This agreement may not on behalf of or in respect to Company be modified or terminated in whole or in part, except by an instrument in writing signed by an officer or other authorized executive of Company. I further agree that this agreement shall be binding upon my heirs, executors and other legal representatives or assigns.

TECUMSEH PRODUCTS COMPANY

By: _____

Rachel Weingrad
Employee

Date _____

10/13/00
Date

Exhibit
B

Potter, Patrice M.

From: Rachel Weingrad [rewind@umich.edu]
Sent: Wednesday, October 27, 2004 3:16 PM
To: Potter, Patrice M.
Subject: Re: TEC1290 / AE-25

Hi Patrice,

I got the documents you sent. Thanks for following up. I do have a question for you. Is there anyway that I can waive my rights as the inventor, so I don't have to sign the application? I don't want to hold things up, but I would rather not be involved with Tecumseh in this matter.

Thanks,
Rachel Weingrad

Potter, Patrice M. wrote:

> Hi Rachel:
>
> Did you receive the documents I emailed to you OK? Just checking to
> see how you were coming on the Declaration and Assignment or if you
> had more questions.
>
> Thanks!!!
>
>
> Mickie
>
>
>
> P. Michele Potter
> Paralegal
> 111 East Wayne, Suite 800
> Fort Wayne, IN 46802
> 260.460.1623 (Direct)
> 260.460.1700 (Fax)
> Patrice.Potter@bakerd.com
> www.bakerdaniels.com <<http://www.bakerdaniels.com/>>
> <<http://www.bakerdaniels.com/>> Indiana | Washington, D.C. | China
>
> -----
> ATTENTION: This message and all attachments are PRIVATE, and may
> contain information that is CONFIDENTIAL and PRIVILEGED. If you
> received this message in error, please notify the sender by reply
> e-mail and delete the message immediately.
>

Exhibit
C